

**UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF NEW YORK**

LENYN BLADERIN LANZA HERRERA, individually and
on behalf of all others similarly situated,

Plaintiff,

-against-

CANARSIE MARKET II CORP., LAURA ANSELMO
MENESES and ERICK MENESES, as individuals,

Defendants.

Case 1:23-cv-04043-DLI-CLP

**DEFENDANTS' ANSWER AND AFFIRMATIVE DEFENSES TO
PLAINTIFF'S COMPLAINT**

Defendants, Canarsie Market II Corp., Erick Meneses, and Laura Anselmo Meneses (“Defendants”), through undersigned counsel and pursuant to Federal Rules of Civil Procedure 8 and 12, answer the Complaint (Doc. 1) filed by Plaintiff, Lenyn Bladerin Lanza Herrera (“Plaintiff”), and assert defenses and affirmative defenses as follows:

NATURE OF THE ACTION

1. Defendants admit that Plaintiff brings his Complaint seeking damages. Defendants, however, deny Plaintiff’s entitlement to any relief.
2. This Paragraph sets forth a legal conclusion for which Defendants can neither admit nor deny, and, therefore, deny the allegations of Paragraph 2 of the Complaint. Further defendants deny Plaintiff is entitled to any relief.

JURISDICTION AND VENUE

3. Defendants admit that the Court has subject matter jurisdiction in this case.
4. Defendants admit that the Court has supplemental jurisdiction in this case.

5. Defendants admit that venue is proper in this Court.
6. This Paragraph sets forth a legal conclusion for which Defendants can neither admit nor deny, and, therefore, deny the allegations of Paragraph 6 of the Complaint.

THE PARTIES

7. Defendants are without sufficient knowledge or belief to admit or deny the allegations and therefore deny the allegations of Paragraph 7 of the Complaint.
8. Defendants admit the allegations in Paragraph 8 of the Complaint.
9. Defendants admit that Erick Meneses is an owner and operator of Canarsie Market II Corp., but denies the remaining allegations in Paragraph 9 of the Complaint.
10. Defendants admit the allegations in Paragraph 10 of the Complaint.
11. Defendants admit the allegations in Paragraph 11 of the Complaint.
12. Defendants admit the allegations in Paragraph 12 of the Complaint.
13. Defendants admit the allegations in Paragraph 13 of the Complaint.
14. Defendants admit the allegations in Paragraph 14 of the Complaint.
15. Defendants admit the allegations in Paragraph 15 of the Complaint.
16. Defendants admit the allegations in Paragraph 16 of the Complaint.
17. Defendants admit the allegations in Paragraph 17 of the Complaint.
18. This Paragraph sets forth a legal conclusion for which Defendants can neither admit nor deny, and, therefore, deny the allegations of Paragraph 18 of the Complaint.

RELEVANT STATUTORY PERIOD

19. This Paragraph sets forth a legal conclusion for which Defendants can neither admit nor deny, and, therefore, deny the allegations of Paragraph 19 of the Complaint.

FACTUAL ALLEGATIONS

- 20. Defendants admit the allegations of Paragraph 20 of the Complaint.
- 21. Defendants deny the allegations of Paragraph 21.
- 22. Defendants deny the allegations of Paragraph 22, including subsection i-ii of the Complaint.
- 23. Defendants deny the allegations of Paragraph 23 of the Complaint.
- 24. Defendants deny the allegations of Paragraph 24, including subsections i-v of the Complaint.
- 25. Defendants deny the allegations of Paragraph 25 of the Complaint.
- 26. Defendants deny the allegations of Paragraph 26 of the Complaint.
- 27. Defendants deny the allegations of Paragraph 27 of the Complaint.
- 28. Defendants deny the allegations of Paragraph 28 of the Complaint.
- 29. Defendants deny the allegations of Paragraph 29 of the Complaint.
- 30. Defendants deny the allegations of Paragraph 30 of the Complaint and deny Plaintiff's entitlement to any relief.

COLLECTIVE ACTION ALLEGATIONS

- 31. Defendants admits Plaintiff seeks to bring an action on behalf of herself and other employees of Defendants, but denies that Plaintiff's claims are appropriate for class treatment.
- 32. This Paragraph sets forth a legal conclusion for which Defendants can neither admit nor deny, and, therefore, deny the allegations of Paragraph 31 of the Complaint.
- 33. Defendants deny the allegations of Paragraph 32 of the Complaint.
- 34. Defendants deny the allegations of Paragraph 33 of the Complaint.
- 35. Defendants deny the allegations of Paragraph 34 of the Complaint.

36. Defendants deny the allegations of Paragraph 35 of the Complaint.

37. Defendants deny the allegations of Paragraph 36 of the Complaint.

38. This Paragraph sets forth a legal conclusion for which Defendants can neither admit nor deny, and, therefore, deny the allegations of Paragraph 37 of the Complaint.

39. This Paragraph sets forth a legal conclusion for which Defendants can neither admit nor deny, and, therefore, deny the allegations of Paragraph 38 of the Complaint.

40. Defendants deny the allegations of Paragraph 39 of the Complaint.

41. Defendants deny the allegations of Paragraph 40 of the Complaint.

42. Defendants deny the allegations of Paragraph 41 of the Complaint.

FIRST CAUSE OF ACTION

Overtime Wages Under the Fair Labor Standards Act

43. Defendants repeat each and every response to the allegations contained in the preceding paragraphs of this Complaint.

44. Defendants are without sufficient information or belief to admit or deny, and, therefore, deny the allegations of Paragraph 43 of the Complaint.

45. This Paragraph sets forth a legal conclusion for which Defendants can neither admit nor deny, and, therefore, deny the allegations of Paragraph 44 of the Complaint.

46. This Paragraph sets forth a legal conclusion for which Defendants can neither admit nor deny, and, therefore, deny the allegations of Paragraph 45 of the Complaint.

47. Defendants deny the allegations of Paragraph 46 of the Complaint.

48. Defendants deny Plaintiff was paid in cash during the relevant period.

49. Defendants deny the allegations of Paragraph 48 of the Complaint.

SECOND CAUSE OF ACTION

Overtime Wages Under New York Labor Law

50. Defendants repeat each and every response to the allegations contained in the preceding paragraphs of this Complaint.
51. This Paragraph sets forth a legal conclusion for which Defendants can neither admit nor deny, and, therefore, deny the allegations of Paragraph 50 of the Complaint.
52. Defendants deny the allegations of Paragraph 51 of the Complaint.
53. Defendants deny the allegations of Paragraph 52 of the Complaint.

THIRD CAUSE OF ACTION

Violation of the Wage Statement Requirements of the New York Labor Law

54. Defendants repeat each and every response to the allegations contained in the preceding paragraphs of this Complaint.
55. Defendants deny the allegations of Paragraph 54 of the Complaint.
56. Defendants deny the allegations of Paragraph 55 of the Complaint.

FOURTH CAUSE OF ACTION

Violation of the Notice and Recordkeeping Requirements of the New York Labor Law

57. Defendants repeat each and every response to the allegations contained in the preceding paragraphs of this Complaint.
58. Defendants deny the allegations of Paragraph 57 of the Complaint.
59. Defendants deny the allegations of Paragraph 58 of the Complaint.

PRAYER FOR RELIEF

In response to WHEREFORE Paragraph following Paragraph 59 of the Complaint, including subsections (a)-(e), Defendants deny all factual allegations and deny that Plaintiffs are entitled to any relief in this action.

DEMAND FOR TRIAL BY JURY

Defendants deny that there is a case to be tried by a jury.

GENERAL DENIAL

All allegations in the Complaint not expressly admitted are denied.

FIRST DEFENSE

Plaintiff has failed to state a claim upon which relief can be granted.

SECOND DEFENSE

Plaintiff's claims are barred, in whole or in part, because all compensation owed has been paid.

THIRD DEFENSE

Plaintiff's claims are barred to the extent Plaintiff seeks payment of wages not owed.

FOURTH DEFENSE

If any of the unlawful acts and omissions alleged in the Complaint were engaged in by Defendants, which Defendants vigorously deny, they did not engage in such acts or omissions knowingly, intentionally or willfully, and therefore, Plaintiff's claims for liquidated damages are barred.

FIFTH DEFENSE

Plaintiff's claims under the NYLL are barred to the extent Plaintiff has not suffered a concrete, particularized injury-in-fact and, therefore, lacks standing.

SIXTH DEFENSE

Plaintiff's claims under the NYLL are barred to the extent Defendant provided all required notices to Plaintiff.

SEVENTH DEFENSE

Plaintiff's claims are not suitable for class treatment.

EIGHTH DEFENSE

Defendant cannot fully anticipate all defenses which may be applicable to this action. Accordingly, the right to assert additional defenses, to the extent such defenses are applicable, is hereby reserved.

Dated this 3rd day of July 2023.

Respectfully submitted,
SPIRE LAW, LLC
2572 W. State Road 426, Suite 2088
Oviedo, Florida 32765

By: /s/ Ian E. Smith
Ian E. Smith, Esq.
New York Bar No. 4027447
ian@spirelawfirm.com
sarah@spirelawfirm.com
filings@spirelawfirm.com
Attorney for Defendants

CERTIFICATE OF SERVICE

I hereby certify that on this 3rd day of July, 2023, I electronically filed the foregoing with the Clerk of Court using the CM/ECF system, which will send a notice of electronic filing to all counsel of record.

/s/ Ian Smith
Attorney